



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

March 14, 2006

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE AGREEMENT FOR SUPPLEMENTAL INVESTIGATIVE SERVICES FOR
SECTION 8 PROGRAM WITH CITIES OF BELLFLOWER AND PARAMOUNT (4)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director of the Housing Authority to execute the attached one-year Agreement for Supplemental Investigative Services (Agreement) with the cities of Bellflower and Paramount, presented in substantially final form, under which the Housing Authority will receive \$25,000 from each city to provide Section 8 Housing Choice Voucher Program (Section 8 Program) investigative services within Bellflower and Paramount to ensure that participating tenants and landlords comply with program regulations, to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director to accept and incorporate into the Housing Authority's approved Fiscal Year 2005-2006 budget \$25,000 from the City of Bellflower and \$25,000 from the City of Paramount; and to take related actions to fund one half-time investigator to perform an aggregate of 1,040 hours of Section 8 Program investigative services, comprised of 520 hours within each city, over a 12-month period.
3. Authorize the Executive Director to take any and all actions necessary to implement the services described herein; and to execute any necessary amendments to extend the term of the Agreement and increase the amount of compensation received from both cities, to be



effective following approval as to form by County Counsel and execution by all parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to provide for one half-time investigator to ensure compliance with Section 8 Program regulations within the cities of Bellflower and Paramount.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The cities of Bellflower and Paramount have each agreed to contribute \$25,000 towards the cost of one half-time Section 8 Program investigator. The total amount of \$50,000, to be incorporated into the Housing Authority's approved Fiscal Year 2005-2006 budget, will fully fund the salary for one half-time investigator and the associated administrative costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1994, the Housing Authority and the cities of Bellflower and Paramount have entered into annual Cooperation Agreements, whereby the Housing Authority has administered the Section 8 Program within the city limits. The Housing Authority currently performs investigative services to ensure landlord and tenant compliance with Section 8 Program regulations. The proposed Agreement will provide for additional investigative services in both cities.

Under the terms of the Agreement, the Housing Authority will recruit and retain the services of one qualified investigator to: conduct investigations of suspected fraud and other criminal activity; gather information through interviewing witnesses and reviewing files, public records and other documents; prepare written reports and maintain activity logs; prepare cases for criminal and administrative filings; testify at criminal and administrative hearings; participate in any crime prevention task forces; conduct fraud awareness training for both city and County law enforcement officers and other officials; prepare monthly reports on investigative activities for submission to the cities; address pertinent quality of life issues and program regulation enforcement; and perform other related duties.

The investigator, who will be employed and supervised by the Housing Authority, will provide a maximum aggregate of 1,040 hours of investigative services during the term of the Agreement. The investigator's time will be evenly divided between the two cities.

The Agreement has been reviewed by County Counsel. At its meeting of July 27, 2005, the Housing Commission recommended approval of the Agreement.

The cities of Bellflower and Paramount, in their Fiscal Year 2005-2006 budgets, have each approved the necessary funding for a half-time investigator.

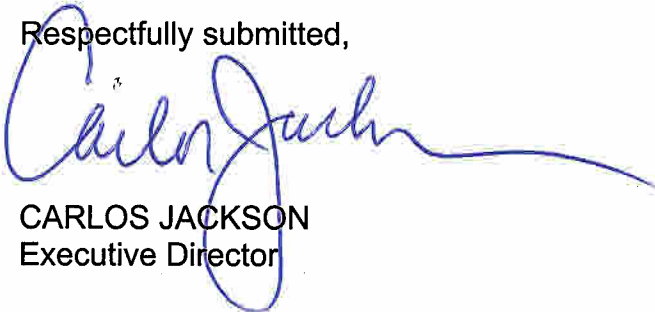
ENVIRONMENTAL DOCUMENTATION:

Approval of the Agreement to provide Section 8 Program investigative services is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The activities are not subject to the provisions of the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES:

The cities of Bellflower and Paramount will jointly fund a half-time investigator to enforce Housing Authority program rules within their respective city limits.

Respectfully submitted,



CARLOS JACKSON
Executive Director

Attachment: 1

AGREEMENT FOR SUPPLEMENTAL INVESTIGATIVE SERVICES

This Agreement for Supplemental Investigative Services is made and entered into this ____ day of _____, 2006, by and among the Housing Authority of the County of Los Angeles (the "Housing Authority"), the City of Paramount ("Paramount"), and the City of Bellflower ("Bellflower") (Paramount and Bellflower are, collectively, the "Cities").

Whereas, on October 18, 1994, and continuing, the Housing Authority and Paramount have entered into annual Cooperation Agreements whereby the Housing Authority has been granted permission to administer the Section 8 Housing Choice Voucher Program (the Program) within the City, pursuant to the requirements of Title II of the Housing and Community Development Act of 1987, as amended, and Section 34200 et. seq. of the California Health and Safety Code;

Whereas, on February 28, 1977, Bellflower adopted Resolution No 77-10, which duly authorized the Housing Authority to exercise its powers under the Housing Authorities Law of the State of California and apply the provisions of Section 8 of Title II of the Housing and Community Development Act of 1974, as amended, and operate within Bellflower;

Whereas, the Housing Authority operates the Program within the Cities using funds allocated by the U.S. Department of Housing and Urban Development (HUD), and is responsible for monitoring the compliance of Program participants with regulations established by HUD and the Housing Authority;

Whereas, the Housing Authority is required to perform investigative compliance checks to determine that Program participants comply with all Program regulations, including determining that Program participants are not participants in nor harbor any criminal or other activity that is violative of the Program;

Whereas, the Housing Authority, Paramount and Bellflower wish to enter into this Agreement in order to provide supplemental investigative services within Paramount and Bellflower, as described herein, and Paramount and Bellflower have agreed to provide additional funding for this purpose, which will result in the equivalent of one half-time investigator for a 12-month period; and

Whereas, the City Council of Paramount on _____ 2006, the City Council of Bellflower on _____ 2006, and the Board of Commissioners of the Housing Authority on _____ 2006, approved the supplemental investigative services and related funding.

NOW, THEREFORE, it is agreed among the parties hereto as follows:

1. Investigative Services

This Agreement provides for supplemental investigative services to determine compliance with Program regulations exclusively within Paramount and Bellflower.

2. Term

This Agreement shall commence as of the day and year first above written and shall remain in full force and effective for a period of twelve (12) months, unless sooner terminated as provided herein. This Agreement may be renewed by written amendment duly executed by the parties.

3. Termination

This Agreement may be terminated with thirty (30) days' written notice by any of the parties to each of the other parties at the address identified in paragraph 7 below.

4. Paramount Responsibilities

For those supplemental investigative services provided by the Housing Authority identified in paragraph 6 hereinbelow ("Investigative Services") Paramount shall pay to the Housing Authority Two Thousand & Eighty-Three (\$2,083.00) Dollars per month for a total amount not to exceed Twenty-Five Thousand (\$25,000.00) Dollars during the term of this Agreement.

The Housing Authority shall provide to Paramount a maximum of 520 hours for those investigative services identified in paragraph 6 during the term of this Agreement; provided, that the Housing Authority shall provide to Paramount no fewer than 120 hours per three month period for investigative services.

Paramount shall make available to the Housing Authority the assistance of its staff, as necessary to address Program-related violations and criminal activity and to carry out corrective measures; however, no Paramount staff shall accompany the Housing Authority investigator while on site to determine Program related violations. Paramount warrants that all services performed by its employees under this Agreement shall be performed in compliance with all applicable Federal, State, and County laws and regulations.

The Housing Authority shall submit monthly invoices to Paramount identifying the number of hours and description of investigative services.

5. Bellflower Responsibilities

For those supplemental investigative services provided by the Housing Authority identified in paragraph 6 hereinbelow ("Investigative Services") Bellflower shall pay to

the Housing Authority Two Thousand & Eighty-Three (\$2,083.00) Dollars per month for a total amount not to exceed Twenty-Five Thousand (\$25,000.00) Dollars during the term of this Agreement.

The Housing Authority shall provide to Bellflower a maximum of 520 hours for those investigative services identified in paragraph 6 during the term of this Agreement; provided, that the Housing Authority shall provide to Bellflower no fewer than 120 hours per three-month period for investigative services.

Bellflower shall make available to the Housing Authority the assistance of its staff, as necessary to address Program-related violations and criminal activity and to carry out corrective measures; however, no Bellflower staff shall accompany the Housing Authority investigator while on site to determine Program related violations unless requested by the Housing Authority investigator for public safety purposes. Bellflower warrants that all services performed by its employees under this Agreement shall be performed in compliance with all applicable Federal, State, and County laws and regulations.

The Housing Authority shall submit monthly invoices to Bellflower identifying the number of hours and description of investigative services.

6. Housing Authority Responsibilities

The Housing Authority shall recruit, train, and retain the services of a qualified investigator to perform the following designated investigative services: conduct investigations of suspected fraud and other criminal activity; gather information through interviewing witnesses, and reviewing files, public records, and other documents; prepare written reports and maintain statistical activity logs; prepare cases for criminal and administrative filings; testify in criminal and administrative hearings; participate in any Crime Prevention Task Force and work with Special Assignment Officers (Sheriff SAO); conduct fraud awareness training for law enforcement officers and other officials; prepare reports on investigative activities for submission to the Cities; address quality of life issues and program regulation enforcement; and perform other related duties. The investigator shall be the employee of the Housing Authority and shall be under the supervision of the Housing Authority and not under the supervision or training of Paramount or Bellflower. The Housing Authority warrants that all services performed by its investigator(s) under this Agreement shall be performed in compliance with all applicable Federal, State, and County laws and regulations.

The Housing Authority shall administer the funds provided by Paramount and Bellflower to perform the services described above. All services to be provided by the Housing Authority are included within the monthly sum to be paid by the Cities, and there shall be no additional cost to the Cities for the services to be provided pursuant to this Agreement. In the event of termination of this Agreement as provided herein, Paramount and Bellflower shall only be responsible for fees incurred through the effective date of termination.

7. Notices

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Carlos Jackson, Executive Director
The Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Paramount: Linda Benedetti-Leal, City Manager
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Bellflower: Michael J. Egan, City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Housing Authority, Paramount and Bellflower may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

8. Indemnification

The Housing Authority shall defend and hold harmless and indemnify Paramount and Bellflower, their elected and appointed officials, and employees from all costs and claims for damages by any third party resulting from the actions of the Housing Authority in violation of applicable Federal, State and County laws and regulations in connection with the services, or work of the Housing Authority, its employees and investigators, rendered pursuant to this Agreement.

Paramount shall defend and hold harmless and indemnify the Housing Authority, its appointed officials and employees from all costs and claims for damages by any third party resulting from the actions of Paramount in violation of applicable Federal, State and County laws and regulations in connection with the services or work of Paramount and its employees rendered pursuant to this Agreement.

Bellflower shall defend and hold harmless and indemnify the Housing Authority, its appointed officials and employees from all costs and claims for damages by any third party resulting from the actions of Bellflower in violation of applicable Federal, State and County laws and regulations in connection with the services or work of Bellflower and its employees rendered pursuant to this Agreement.

9. Entire Document

This Agreement constitutes the entire understanding and agreement of the parties.

10. Authority

Each of the parties represents and warrants that the person entering into this Agreement on behalf of such party is duly authorized to enter into this Agreement on behalf of the party.

11. Counterparts

This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto, by their respective officers thereunto duly authorized as follows:

**HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES**

By _____
CARLOS JACKSON
Executive Director

APPROVED AS TO FORM:

RAYMOND G. FORNTER, JR.
County Counsel

By _____
Deputy

CITY OF PARAMOUNT

By _____
LINDA BENEDETTI-LEAL
City Manager

APPROVED AS TO FORM:

Office of the City Attorney

By _____
City Attorney

CITY OF BELLFLOWER

By _____
MICHAEL J. EGAN
City Manager

APPROVED AS TO FORM:

Office of the City Attorney

By _____
STEPHANIE R. SCHER, City Attorney